



SHERWIN-WILLIAMS.

THE SHERWIN-WILLIAMS COMPANY
Environmental, Health, Safety & Regulatory Affairs
101 Prospect Avenue NW
Cleveland, Ohio 44115-1075

March 28, 2017

Chief, Resource Management / Cost Recovery Section
Emergency and Remedial Response Division
U.S. Environmental Protection Agency - Region 2
290 Broadway, 18th Floor
New York, NY 10007-1866

Re: Financial Assurance for Residential Properties associated with
The Sherwin-Williams / Hilliards Creek Superfund Site,
United States Avenue Burn Superfund Site, and Route 561 Dump Site
Unilateral Administrative Order for Remedial Design and Remedial Action
Operable Unit 1
CERCLA Docket No. 02-2016-2025

Dear Sir or Madam:

This letter is in support of the continued use of a Payment Bond to meet CERCLA financial assurance requirements as specified in the Unilateral Administrative Order for Remedial Design and Remedial Action for Operable Unit 1 – CERCLA Docket No. 02-2016-2025 (Order), issued May 17, 2017 with an Effective Date of June 24, 2016.

Payment Bond number 106508397 was issued by Travelers Casualty and Surety Company of America on August 16, 2016 with an effective date of August 23, 2016 for the amount of \$2,900,00.00 for Operable Unit 1 as defined above. This Payment bond remains in effect. As “U.S. Environmental Protection Agency Region 2, Emergency and Remedial Response Division” is named as beneficiary, the originally signed Payment Bond was sent directly to you. A copy of the Payment Bond is enclosed.

It should be noted that a substantial portion of the work directed under the Order has now been completed. As described in paragraph 56 of the Order, Sherwin-Williams reserves the right, at a future date, to request that the amount of the Payment Bond be reduced based on the estimated cost of the remaining work.

Sincerely,

Mary Lou Capichioni
Director, Remediation Services
The Sherwin-Williams Company

488379



Encl:

cc: R. Klimcsak, EPA Reg. 2
C. Beitin, EPA, Reg 2
J. Perdion, SW
M. Mazanec, SW

**CERCLA Financial Assurance Sample Payment Bond for Use in Connection with
Unilateral Administrative Orders**

**TRAVELERS CASUALTY AND SURETY COMPANY
Hartford, Connecticut 06183**

PAYMENT BOND

Surety's Payment Bond Number: **106508397**
Date of Execution of Payment Bond: **August 16, 2016**
Effective Date of Payment Bond: **August 23, 2016**
Total Dollar Amount of Payment Bond: **\$2,900,000.00**

PRINCIPAL:

Legal Name: The Sherwin-Williams Company
Address: 101 W. Prospect Avenue, 1225R
Cleveland, OH 44115-1075
Contact Person(s)/Information: Jefferey Miklich, 216-566-2880

SURETY:

Legal Name: Travelers Casualty and Surety Company of America
Address: One Tower Square, Suite S102B, Hartford, CT 06183
Contact Person(s)/Information: Minora Nemes, 216-643-2445; mnemes@travelers.com

BENEFICIARY:

Legal Name: U.S. Environmental Protection Agency Region 2
Emergency and Remedial Response Division
Address/Contact Information: 290 Broadway
New York, NY 10007

SITE INFORMATION:

Name and Location of Site: Sherwin-Williams/Hilliards Creek Superfund Site,
United States Avenue Burn Superfund Site, and Route 561
Dump Site, Towns of Gibbsboro and Voorhees, Camden
County, New Jersey
EPA Identification Number: 02QN Sherwin/Hilliards Creek Site
02GE United States Avenue Burn Site
02FS Route 561 Dump Site
Order Governing Site Work: That certain Unilateral Administrative Order, dated
May 17, 2016, CERCLA Docket No. '02-2016-2025
("Order") Effective Date: June 24, 2016.

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

WHEREAS, said Principal is required, under the Order issued under the authority vested in the United States of America by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9606(a), applying to and binding upon the Principal, and relating to the Site, to perform the "Work" as defined in such Order (hereinafter, the "Work") and to fulfill its other obligations as set forth therein;

WHEREAS, said Principal is required by the Order to provide financial assurance to ensure completion of the Work; and

WHEREAS, said Principal shall establish a standby trust fund as required by the Order when a surety bond is used to provide such financial assurance.

NOW, THEREFORE, the conditions of this bond obligation are as follows:

1. The Principal and Surety hereto are firmly bound to the United States Environmental Protection Agency (EPA) in the above Total Dollar Amount of this Payment Bond, for the payment of which we, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, subject to and in accordance with the terms and conditions hereof.
2. The conditions of the Surety's obligation hereunder are such that if the Principal shall promptly, faithfully, fully, and finally complete the Work in accordance with the terms of the Order, the Surety's obligation hereunder shall be null and void; otherwise it is to remain in full force and effect.
3. Pursuant to and in accordance with the terms of the Order, and except as specifically provided in Paragraph 5 below, the Surety shall become liable on the obligation evidenced hereby only upon the Principal's failure to perform all or any portion(s) of the Work. As specified in the Order, if, after EPA notifies the Principal and Surety that the Principal has failed to perform as guaranteed by this Payment Bond, the Principal has not remedied to EPA's satisfaction the circumstances giving rise to EPA's issuance of such notice within the time period specified in the Order, the Surety shall promptly (and in any event within 15 days after receiving such notification) place funds, up to the Total Dollar Amount of the Payment Bond, into the standby trust fund described above, in accordance with payment instructions provided by the trustee of the standby trust fund. If the Surety does not render such payment within the specified 15-day period, the Surety shall be deemed to be in default of this Payment Bond and EPA shall be entitled to enforce any remedy available to it at law, in equity, or otherwise.
4. The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate

to the Total Dollar Amount of this Payment Bond, but in no event shall the aggregate obligation of the Surety hereunder exceed the amount of said sum.

5. The Surety may cancel this Payment Bond only by sending notice of cancellation to the Principal and to EPA, provided, however, that no such cancellation shall be effective during the 120-day period beginning on the date of receipt of the notice of cancellation by both the Principal and EPA, as evidenced by return receipts. If after 90 days of such 120-day period, the Principal has failed to provide alternative financial assurance to EPA in accordance with the terms of the Order, EPA shall have the right, as specified in the Order, to direct the Surety to deposit the guaranteed funds (up to the Total Dollar Amount of this Payment Bond) into the standby trust fund described above, and the Surety shall promptly (and in any event within 15 days of receiving such direction from EPA) place such funds into the standby trust fund.

6. The Principal may terminate this Payment Bond only by sending written notice of termination to the Surety and to EPA, provided, however, that no such termination shall become effective unless and until the Surety receives written authorization for termination of this Payment Bond by EPA.

7. Any modification, revision, or amendment that may be made to the terms of the Order or to the Work to be done thereunder, or any extension of the Order, or other forbearance on the part of either the Principal or EPA to the other, shall not in any way release the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors, or assigns from liability hereunder. The Surety hereby expressly waives notice of any change, revision, or amendment to the Order or to any related obligations between the Principal and EPA.

8. The Surety will immediately notify EPA of any of the following events: (a) the filing by the Surety of a petition seeking to take advantage of any laws relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts; (b) the Surety's consent to (or failure to contest in a timely manner) any petition filed against it in an involuntary case under such bankruptcy or other laws; (c) the Surety's application for (or consent to or failure to contest in a timely manner) the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator, or the like of itself or of all or a substantial part of its assets; (d) the Surety's making a general assignment for the benefit of creditors; or (e) the Surety's taking any corporate action for the purpose of effecting any of the foregoing.

9. Any provision in this Payment Bond that conflicts with CERCLA or any other applicable statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein.

10. All notices, elections, consents, approvals, demands, and requests required or permitted hereunder shall be given in writing to (unless updated from time to time) the addressees shown on the first page of this Payment Bond and to EPA at EPA Region 2, c/o Chief, Resource Management/Cost Recovery Section, Emergency and Remedial Response

Division, U.S. EPA Region 2, 290 Broadway, 18th Floor, New York, NY 10007-1866; and Clara Beitin, Esq., Office of Regional Counsel, U.S. Environmental Protection Agency, 290 Broadway, 17th Floor, New York, NY 10007-1866, beitin.clara@epa.gov; and shall identify the Site and provide a contact person (and contact information). All such correspondence shall be: (a) effective for all purposes if hand delivered or sent by (i) certified or registered United States mail, postage prepaid, return receipt requested or (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, to the relevant address shown on the first page of this Payment Bond; and (b) effective and deemed received upon the earliest of (i) the actual receipt of the same by personal delivery or otherwise, (ii) one business day after being deposited with a nationally recognized overnight courier service as required above, or (iii) three business days after being deposited in the United States mail as required above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, election, consent, approval, demand, or request sent.

11. The Surety hereby agrees that the obligations of the Surety under this Payment Bond shall be in no way impaired or affected by any winding up, insolvency, bankruptcy, or reorganization of the Principal or by any other arrangement or rearrangement of the Principal for the benefit of creditors.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Principal and Surety have executed this Payment Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby represent, warrant, and certify that they are authorized to execute this Payment Bond on behalf of the Principal and Surety, respectively.

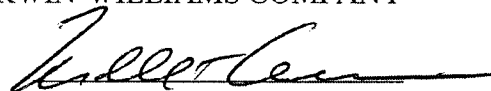
FOR THE PRINCIPAL: THE SHERWIN-WILLIAMS COMPANY

Date: _____

By [signature]: _____

Printed name: _____

Title: _____

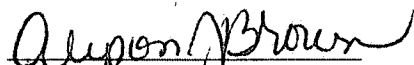


MICHAEL T. CUMMINS
VICE PRESIDENT-TAXES AND
ASSISTANT SECRETARY

State of OHIO

County of CUYAHOGA

On this 16 August, 2016, before me personally came Michael T. Cummins to me known, who, being by me duly sworn, did depose and say that she/he is the Assistant Secretary of The Sherwin-Williams Company, the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.


[Signature of Notary Public]

ALYSON J. BROWN
NOTARY PUBLIC • STATE OF OHIO
Recorded in Lorain County
My commission expires Mar. 31, 2020

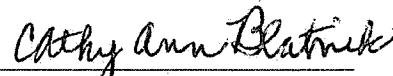
FOR THE SURETY: TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA

Date: August 16, 2016

By [signature]: _____

Printed name: _____

Title: _____



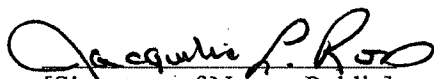
Cathy Ann Blatnik

Attorney-in-Fact

State of OHIO

County of CUYAHOGA

On this August 16, 2016, before me personally came Cathy Ann Blatnik to me known, who, being by me duly sworn, did depose and say that she/he is Attorney-in-Fact of Travelers Casualty and Surety Company of America, the entity described in and which executed the above instrument; and that she/he signed her/his name thereto.


[Signature of Notary Public]

JACQUELINE L. ROSS
NOTARY PUBLIC, STATE OF OHIO
LORAIN COUNTY
My Commission Expires 8/26/2018



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230425

Certificate No. 006617916

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Richard E. Arnold, Cathy Ann Blatnik, Tara L. Bohac, and Matthew W. Arnold

of the City of Westlake, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of February, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

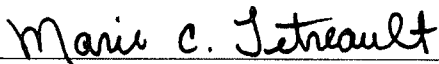
By: 

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

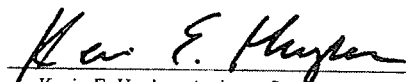
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of August, 20 16.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.